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Collective Bargaining Agreements

11-10-1938

Harbor District Automobile Dealer's Association and Harbor District Automobile Salesmen's Association, Retail Clerks International Protective Association, Local 1056 (1938)

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Harbor District Automobile Dealer's Association and Harbor District Automobile Salesmen's Association, Retail Clerks International Protective Association, Local 1056 (1938)

Location

San Pedro, CA

Effective Date

11-10-1938

Expiration Date

1-1-1940

Number of Workers

55

Employer

Chet Rodgers Motors; San Pedro Motors, Inc.; Seaboard Motors; Wood Motors; Pruitt Motor Company; Willys Auto Agency; Karl Kott Motor Company; Avalon Motor Company; Chas. Soderstrom Inc.; R. L. Churchill; Wilcox Chevrolet Company; Wilmington Motors; Keller Motors; Clyde Lowell; Harbridge-McAleer Inc.; Buchanan Company

Union

Harbor District Automobile Salesmen's Association, Retail Clerks International Protective Association

Union Local

1056

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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A
 AGREEMENT BETWEEN THE
 "HARBOR DISTRICT AUTOMOBILE DEALER'S ASSOCIATION"
 AND THE
 "HARBOR DISTRICT AUTOMOBILE SALESMEN'S ASSOCIATION", #1056

1. The automobile dealers in the Harbor District, San Pedro and Wilmington, California, agree to hire only salesmen who are members in good standing in the "Harbor District Automobile Salesmen's Association, Local #1056. It is agreed, however, that the dealers shall be the sole judge of the competence and desirability of all salesmen, and shall have the power to dismiss any salesman.
2. Dealers agree to pay to regular salesmen a minimum of \$60.00 a month drawing account, payable weekly or semi-monthly, and agree not to hire more than the quota of salesmen as set out hereunder for each dealer unless they pay \$110.00 a month drawing account to all salesmen in their employ. Salesmen outside the Harbor District territory will not be included in the dealer's quota of sales personnel but will receive the same drawing account and will be members of the Harbor District Automobile Salesmen's Association, Local #1056.

Chet Rodgers Motors	4	NEW CAR SALESMEN	2	USED CAR SALESMEN
San Pedro Motors, Inc.	4	"	3	"
Seaboard Motors	4	"	2	"
Wood Motors	3	"	2	"
Pruitt Motor Co.	3	"	2	"
Willys Auto Agcy.	3	"	2	"
Karl Kott Motor Co.	4	"	2	"
Avalon Motor Co.	3	"	1	"
Chas. Soderstrom Inc.	4	"	2	"
R. L. Churchill	0	"	2	"
Wilcox Chevrolet Co.	4	"	2	"
Wilmington Motors	3	"	1	"
Keller Motors	1	"	1	"
Clyde Lowell	3	"	2	"
Harbridge-McAleer Inc.	2	"	1	"
Buchanan Company	2	"	1	"

3. The dealers agree to hire only full time salesmen and further agree not to employ any part time salesmen or pay commissions to any outside salesmen or sales representatives. The dealers agree not to permit any salesmen in their employ more floor time than any of their other salesmen.
- 4-A. The dealers agree to refrain from making any deals direct with customers residing within the hereunder mentioned territory without paying a full commission on such deals to one of their salesmen in the Harbor District area. Salesmen not in the quota of the dealer's Harbor District personnel will not be permitted to sell in the Harbor District. This clause shall not apply to dealerships in which less than three salesmen are employed in the Harbor District or otherwise, as per example: Two salesmen and dealer or two salesmen and dealer and one partner, providing partner does not sell or take floor time.

B. The Harbor District Territory will be designated as follows:
 Bounded on the East by Ford Ave. and Alameda Street, on the North

by Carson Street, on the West by line from Carson and Western South to Walteria and from Walteria Direct South to Pacific Ocean and bounded on the South by the Pacific Ocean. Terminal Island to be included.

5. Dealers agree to pay the same rates of commissions as in effect as of September 15, 1938, for new and used cars, no differential being made between cash and financed deals, or the dealer may increase such commissions if they so desire. The dealers further agree to refrain from holding back any commissions from salesmen once a deal is agreed upon and delivery of the automobile is made, except when mutually agreed upon between salesmen and dealer before delivery.
6. The dealers agree not to increase the rental cost of demonstrators over the present individual rate, or change the conditions under which they are rented. The dealers also agree that salesmen who wish, may be permitted to purchase demonstrators, not to exceed three per model year at dealers cost for new car salesmen and one per model year at dealer's cost for used car salesmen.
7. Closing hours shall be the same in all dealerships in the Harbor District and shall be in accordance with the practice in the surrounding territories. Showrooms and used car lots shall be closed on all national holidays.
8. The dealers further agree, as do the salesmen, to appoint a committee to confer in adjustment of differences and complaints and to better the trade practices in the district.
9. The dealers will be permitted to employ no more than one new salesman in any one given month unless more than one resigns in said month. The dealer will not have to pay such a salesman a drawing account for the 1st 30 days but must guarantee the payment of 50% of the Salesmans initiation fee in Local #1056 plus the first months dues. Providing the dealer retains the salesman after the first 30 days he then must guarantee the payment of the other 50% of the initiation fee and the second months dues. All such fees to be taken out of the salesman's earnings to repay the dealer.
10. The Harbor District Automobile Salesmen's Association, Local #1056 agrees that it is not in favor of sympathetic strikes and will do everything it can to avoid them.
11. The Harbor District Automobile Salesmen's Association and the Harbor District Automobile Dealer's Association agree to the foregoing for the period of September 15, 1938 to January 1, 1940, providing that Local #1056 does not change its constitution and by-laws where by the dealers would be affected.

Secretary - H. D. A. S. Assn., #1056

SECOND REQUEST

B. L. S. 1126
(Revised 6-23-38)U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTONRetail Clerks #1056
San Pedro, Calif.
1-1-40

UNION AGREEMENTS

November 3, 1938

Mr. W. A. Harney, Sec'y
Retail Clerks' Int'l Protective Ass'n #1056
401 S. Pacific Ave.
San Pedro, California

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Enc.

Isador Rubin
Commissioner of Labor Statistics.Name of company or employers' association signing the agreement 17

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 17Number of union members working under terms of agreement 5-5-Number of nonmembers working under terms of agreement noneBranch of trade covered Auto salesDate signed 11-10-38 Date of expiration Jan 1st, 1940Please check here if you wish the agreement returned No.Jpm. L. Roper, Sec'y.
(Name of person furnishing information)65-2 1/2 W. 9th.
(Address)San Pedro
Calif.